

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2000-000131

2000 JA -4 AM 8:15

Glenn J. Lawling
REGISTER OF DEEDS

Counter SS
Verify AK
D.E. W
Proof D
Fee \$ 25.50
Ck Cash Chg FNT

**Recording requested by and
when recorded return to:**

When recorded return to:
LandAmerica Financial Group
3636 N. Central Ave., #350
Phoenix, AZ 85012
Attn.: Kris Niedringhaus
Escrow No. 99-19706

ASSIGNMENT AND ASSUMPTION OF LEASE AND CONVEYANCE OF BUILDING

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AND CONVEYANCE OF BUILDING ("Assignment") is entered into as of December 17, 1999, by and between Sydran Food Services III, L.P., a California limited partnership ("Assignor"), whose address for purposes of this Assignment is c/o Sydran Services, Inc., Bishop Ranch 8, 3000 Executive Parkway, Suite 515, San Ramon, CA 94583, and Sydran Holdings VII, LLC, a Nevada limited liability company ("Assignee"), whose address for purposes of this Assignment is c/o Sydran Services, Inc., Bishop Ranch 8, 3000 Executive Parkway, Suite 515, San Ramon, CA 94583.

A. Brentwood Crossing Association ("Lessor"), as lessor, and Assignor, as lessee, entered into a lease (the "Lease") dated as of April 19, 1999, covering that certain real property (the "Property") located at commonly know as 7865 S. 84 Street, in the City of La Vista, County of Sarpy, State of Nebraska (Chili's #30), and more particularly described on Exhibit A attached hereto and by this reference made a part hereof. A Memorandum of the Lease was recorded on July 9, 1999 in the Official Records of Sarpy County, N.E. as Instrument No. 99-021854.

B. Pursuant to the Lease, the Assignor has constructed on the Property and is the owner of a building and other improvements commonly referred to as Chili's Store No. 30 (collectively, the "Building").

C. Assignor desires to sell, transfer and assign to Assignee all of Assignor's right, title and interest in and to the Lease and to convey the Building to Assignee, and Assignee desires to accept such assignment and conveyance upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the promises and conditions contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. Assignment. Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, its successors and assigns, all of Assignor's interest in and to the Lease including, without limitation, all of the rights, powers, estate and privileges of Assignor in, to and under the Lease and all rights and benefits of every description whatsoever belonging to or for the benefit of Assignor in the Lease.

2. Assumption. Assignee hereby accepts the assignment of the Lease. Assignee shall and does hereby assume and agree to keep, observe, perform and comply with all of the terms, covenants, conditions, provisions and agreements contained in the Lease on the part of the Assignor to be kept, observed, performed and complied with as fully and completely as though Assignee was the original obligor thereunder from and after the date of this Assignment but not prior thereto.

3. Conveyance of Building. Assignor does further grant, bargain, sell, convey, transfer, assign, set over, abandon and deliver unto Assignee, the Building, and Assignee hereby accepts and purchases the Building for itself and its successors and assigns.

4. Purchase Price. The assignment and conveyance provided for herein is made and accepted for and in consideration of the price and sum of Nine Hundred Sixty Thousand and No/100 Dollars (\$960,000.00) cash, which Assignee will pay, in ready and current money, to Assignor.

5. Waiver of Warranty. Except as set forth below, the assignment of the Lease and conveyance of the Building provided for herein is made "AS IS," "WHERE IS," and "WITH ALL FAULTS" without any representation or warranty whatsoever, express or implied. However, Assignor hereby subrogates Assignee in and to all rights and actions in warranty that Assignor has or may have against previous owners and vendors of the Property and the Building.

6. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

7. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be considered as original but all of which, taken together, shall constitute one and the same instrument.


2000-00131B

IN WITNESS WHEREOF, Assignor and Assignee have executed this Memorandum of Lease as of the day and year first written above.

ASSIGNOR:


SYDRAN FOOD SERVICES III, L.P., a
California limited partnership

By: Sydran III, Inc.,
Its general partner

By: 
Its: PRESIDENT

ASSIGNEE:

SYDRAN HOLDINGS VII, LLC, a Nevada
limited liability company

By: 
Its: PRESIDENT

2000-00131C

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

Personally appeared before me, the undersigned authority in and for said county and state, on DEC 20, 1999 within my jurisdiction the within named MATTHEW SCHONBERG, personally known to me, who acknowledged that he is the PRESIDENT of Sydran III, Inc., which is the general partner of Sydran Food Services III, L.P. (the "Partnership"), and that for and on behalf of such corporation, as general partner of the Partnership, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said corporation so to do.

Susan Laurie Collins
Notary Public



My commission expires: _____

ACKNOWLEDGMENT

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

Personally appeared before me, the undersigned authority in and for said county and state, on DEC. 20, 1999 within my jurisdiction the within named MATTHEW SCHONBERG, personally known to me, who acknowledged that he is the PRESIDENT of Sydran Holdings VII, LLC, and that for and on behalf of such limited liability company, and as its act and deed, he executed the above and foregoing instrument, after having been duly authorized by said limited liability company so to do.

Susan Laurie Collins
Notary Public



My commission expires: _____

2000-00131D

EXHIBIT A

LEGAL DESCRIPTION

Lot 6, Brentwood Crossing, an Addition to the City of La Vista, in Sarpy County, Nebraska.

Street Address:

7865 S. 84 Street
La Vista, Nebraska 68128

Chili's No. 30